

# Walker Consultants – Building Façade Proposals Resolution Worksheet

Date: August 18, 2021

## Suggested Motion:

“I move to approve Walker Consultants to complete Building Façade Inspections with funds to come from Reserve Account 9114.210/1.006 Building Settlement in an amount not to exceed \$\_\_\_\_\_.”

2<sup>nd</sup>:

**Summary:** Proposal from Walker Consultants are included.

## Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
James Konkel				
Dave Bush				
Jeff Lisanick				
Robin Woods				
Peggy Clancy				
Claire Eberwein				
Peter Ferrell				
Hector Mares				

## **Building Façade Inspection Discussion**

For the past several years, Structural Rehabilitation Group (SRG) has been providing all related settlement engineering services to the Association including, inspections both quarterly on high priority buildings and 5-year façade inspection. As well as any other routine settlement issues that may arise including interior unit inspections. They have also been retained to develop the plans, scope of work, prepare and procure bids, and construction management of all settlement projects. We have had a good working relationship since 2008. Currently they are working on a month-to-month basis.

However, in the past 2 plus years after the departure of structural project engineers Joe Wilcher (9 years) and then Ryan Blatz (3 years), SRG has had 4 other engineers onsite with the most recent one departing during the recently completed building 527. This has been concerning, as work was slowed due to getting the new engineers up to speed and there has been a loss of institutional knowledge.

We have recently engaged Joe Wilcher who is now a principal with Walker Consultants to provide an inspection of the crawlspace of building 544, where the main concrete beam is showing evidence of delamination and there is some scouring of one corner of the foundation. This is the same issue that affected building 828 a few years back and Avon completed repairs there based on Joe's design while he was with SRG.

As it is now time again to perform the 5-year global façade inspection of all 285 buildings. Mr. Wilcher in his capacity with SRG was the direct project engineer, including all related designs for settlement work at 849, 850, 718, 112 and all design work for projects at 112, 929, 831 and 527. Thus, based on the Association's long standing relationship with Mr. Wilcher, management is recommending that his firm Walker Consultants be awarded the contract to perform this service beginning within 2 weeks of a signed agreement at a cost of \$25,000. Final report and submittals will be provided in 8 weeks. This will still allow for any recommended re-pointing or caulking to be completed prior to colder weather setting in. Having this go out to bid will not only delay the process but will re-invent the wheel, with other firms not having any knowledge of previous issues or prior settlement work.

Also, to begin the crack gauge monitoring inspections in October at 3- and 6-month intervals of high priority buildings 112, 206, 527, 716 and 822 (both 112 and 527 will drop off in one year as work there has been completed) at a cost of \$5000 bi-annually plus any reimbursable expenses, travel, etc.

And lastly to perform the bi-annual global visual façade (no crack gauges) inspections of the additional high priority buildings: 111, 209, 537, 720, 830, 832, 838, 840 and Pool House A at a cost of \$3,000 bi-annually plus any reimbursable expenses, travel etc.

Reports with any recommendations will be generated within 4 weeks of site visits. These fees are directly in line with the previous fees submitted by SRG. Funds come from Reserve Account 9114.210/1.006 Building Settlement Allowance, which is budgeted at \$600,000 for FY22. On a separate note aside from the above referenced work to 544, there is currently no other settlement work on the horizon.



2275 Research Boulevard  
Suite 500  
Rockville, MD 20850

202.510.9366  
walkerconsultants.com

February 19, 2021  
Revised July 20, 2021

Mr. Mark Miller, CMCA, AMS  
General Manager  
Parkfairfax Condominium Unit Owners Association  
3360 Gunston Road  
Alexandria, VA 22302

*Re: Revised Proposal for Professional Engineering and Consulting Services  
Parkfairfax Condominium  
Crack Gage Monitoring Program  
Buildings 112, 206, 716, and 822  
Alexandria, VA 22302*

Dear Mr. Miller:

As requested, Walker Consultants (Walker) has prepared this revised proposal to perform crack gage monitoring at the subject buildings located at the subject community. This proposal provides our understanding of the project, project objectives, description of our proposed Scope of Services, schedule, fee, and conditions of agreement.

## PROJECT UNDERSTANDING

Constructed circa 1940, Parkfairfax Condominium (the Condominium) consists of 285 residential garden style structures located in a mature park setting. The residential structures vary between either two (2) or three (3) stories above grade with load bearing multi-wythe brick masonry exterior walls with wood gable roof framing.

At the subject buildings listed above, crack gage monitors have been previously installed by Structural Rehabilitation Group, LLC (SRG) to monitor differential movement. It is our understanding that for Building 716, a licensed surveyor company [Johnson Bernat Associates(JBA)] was utilized to shoot elevation points along the exterior façade that were established when the crack monitoring began.

It is our understanding that the Condominium, through their general manager, Mark Miller, has requested Walker provide a proposal to continue to perform the crack gage monitoring at the subject buildings per the established site visit schedule for monitoring (every 3 months for Buildings 112, 206, and 716 and every 6 months for Building 822).

## SCOPE OF SERVICES

To achieve the project objectives, we propose the following scope of services:

### **TASK 1 – CRACK GAGE MONITORING**

- a. Walker will review the historical documentation for the crack gage monitoring at the subject buildings that is provided to us by the Condominium. Our document review will occur prior to our first site visit to perform the field work.
- b. We will visit the site per the established monitoring time line to document the gage readings and observe any discernable building movement that may have occurred.
- c. For Building 716, Walker will coordinate with JBA (JBA to be retained directly by the Owner) to visit Building 716 to shoot the established elevation points on the exterior façade (around the time that Walker visits Building 716) and we will review JBA's field data for each visit they perform.
- d. For each building, we will issue a summary letter after each visit with the results of our findings as well as our comments relative to the findings from JBA's elevation survey results (for Building 716 only), historical documentation regarding previous periodic visits, our review of pertinent documentation (if any) provided by the Parkfairfax Maintenance personnel, and our recommendations.

### **TASK 2 – REQUESTED ADDITIONAL SITE VISITS**

- a. If requested by Parkfairfax Management or Maintenance, Walker (when mutually convenient) will visit the site to observe and record reported distress at the interior finishes of the units at the subject buildings (if any).

### **LIMITATIONS**

Excluded from our services are any intrusive (destructive) sampling, the preparation of repair design or rehabilitation documents, construction administration services and all other services not specifically mentioned above. As stated in the above scope of services, the assessment is based on visual observations and limited intrusive (destructive) testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently un-met ADA requirements.

### **SCHEDULE**

It is our understanding that all of the subject buildings (112, 206, 716, and 822) next scheduled monitoring visit is during the fall of 2021. Upon receiving written authorization, Walker will coordinate with the Condominium regarding the fall 2021 visit. Walker has assumed the historical documentation will be provided to us before the fall 2021 visit.

We anticipate that the summary letters for Buildings 112, 206, and 716 will be submitted to the Owner within four (4) weeks after we complete the field work. For Building 716, the summary letter will be submitted within four (4) weeks once we have received the surveyor's data from their elevation survey.



## PROFESSIONAL FEE

Walker proposes to perform the Scope of Services described above in Table 1.0 below, plus reimbursable expenses. Our services will be billed in accordance with the attached General Conditions of Agreement.

**TABLE 1.0 – SUMMARY OF FEES**

TASK		PROPOSED FEE
1	Crack Gage Monitoring – Visits Excluding Building 822	\$ 4,000
	Crack Gage Monitoring – Visits Including Building 822	\$ 5,000
	Surveyor for Building 716	<i>Retained by Owner<sup>^</sup></i>
2	Requested Additional Site Visit (per site visit per building)	\$ 750 <sup>^^</sup>

Notes:

- (1) Estimated fee assumes work will be performed between 9:00 a.m. to 5:00 p.m.
- (2) Walker has assumed Parkfairfax Maintenance will provide Walker with an extension ladder to access the crack gages on the subject buildings.
- <sup>^</sup> Walker will coordinate with JBA to perform the work, however JBA will not be a sub-consultant of Walker as the Owner will retain JBA's services directly.
- <sup>^^</sup> Estimated site fee assumes access to the interior spaces of the units at each building will be provided by the Owner on a mutually convenient date.

Walker is dedicated to providing our clients with engineering services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink, reading "Joseph W. Wilcher III". The signature is fluid and cursive, with the last name "Wilcher" being the most prominent part.

Joseph W. Wilcher III, PE  
Senior Restoration Consultant

Enclosures: General Conditions of Agreement for Restoration



## AUTHORIZATION

Trusting that this meets with your approval, we ask that you initial next to the tasks accepted and then sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

### PARKFAIRFAX CONDOMINIUM

Authorized Signature

---

Printed Name

---

Title

---

Date

---

## **SERVICES**

Walker Consultants (Walker) will provide the CLIENT professional services that are limited to the work described in the attached proposal. Any additional services not specifically outlined in the proposal and requested by CLIENT will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

## **PAYMENT FOR SERVICES**

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to Walker within thirty (30) days of date of invoice, the CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum. In the event Walker does not receive payment when due, Walker may terminate or suspend services without breach of contract upon giving CLIENT seven (7) days written notice. In the event services are terminated or suspended, Walker has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension are the sole responsibility of the CLIENT. Walker shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due.

## **STANDARD OF CARE**

Walker will perform the Services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. Walker's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of Walker shall be limited to the fee or \$50,000, whichever is less.

Any opinions of probable costs developed by Walker will be based solely upon our visual observations, testing, sampling, and data gathered as part of our scope of services and assumptions provided by the Client and should be considered preliminary. Actual costs for construction may differ depending on the bidding climate, final design, and unforeseeable or hidden conditions encountered. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of our opinions of probable costs.

If any item or component for construction of the Project is omitted from Walker's construction documents, Walker shall not be responsible for paying the construction cost to add such item or component to the extent that such item or component would not have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Walker be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

## **OWNERSHIP OF DOCUMENTS**

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Walker retains all common law, statutory and other reserved rights, including the copyright thereto. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk. CLIENT further agrees to waive all claims against Walker resulting in any way from unauthorized changes or use of the Instruments of Service or completion of the Project without Walker's involvement.

In addition to the foregoing, CLIENT agrees not to publish any documents, reports, analyses, and the like, prepared by Walker, without the express written approval of Walker. In the event that CLIENT does publish any of Walker's documents without the express written approval of Walker, CLIENT agrees to indemnify, defend, and hold Walker harmless from and against any and all claims arising out of the publication of the same. For purposes of this paragraph, the term "publish" means: to distribute copies, by any means, to the public.

### **HIDDEN CONDITIONS**

It shall be the responsibility of the CLIENT to disclose to Walker the presence and accurate location of all hidden conditions. The Instruments of Service are based on conditions readily observable at the time of our field assessment. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event Walker, in the performance of the services, uncovers a hidden condition, Walker shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting said condition. Walker shall have no responsibility for hidden conditions, CLIENT's failure to disclose hidden/unusual conditions, or any subsequent damage to persons or property related to any hidden conditions. CLIENT agrees to indemnify, defend, and save Walker harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual/hidden conditions including third party claims.

### **HAZARDOUS MATERIALS**

Walker shall have no responsibility for the discovery, presence, handling removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

### **INDEMNIFICATION**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Third parties include, but are not necessarily limited to, members of homeowner associations; condominium associations, owners of buildings or units within buildings, their tenants, families, agents, guests, occupants, heirs, invitees, assigns, or all others unless excluded. No director, officer, shareholder, employee, representative or agent of Walker shall have any individual liability to CLIENT.

### **CONSEQUENTIAL DAMAGES**

The CLIENT and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

### **CERTIFICATE OF MERIT**

CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against Walker unless CLIENT has first provided Walker with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction where the project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the applicable standard of care; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

### **MEDIATION/LITIGATION**

This Agreement shall be governed by the laws of the Commonwealth, District, or State of the office performing Walker's services. In addition to, and as a condition precedent to litigation, the parties shall endeavor to settle claims or disputes by non-binding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration



Association then in effect, unless the parties mutually agree otherwise. Any mediation shall be conducted in the locality of the Walker office performing our services.

If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of or related to this Agreement shall be determined by the Circuit Court in the locality or the United States District Court of the Commonwealth, District, or State of the office performing Walker's services. Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort or statute, against the other arising out of or concerned in any way to the Project or this Agreement.

Neither party shall assign nor transfer its interest, or any claim arising under or related to this Agreement, including interest in and claims for any moneys due or to become due, without the written consent of the other party. No transfer of assignment will be valid until Walker has been paid for completed services up to the date of transfer.

The CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by Walker to subpoenas issued by any party other than Walker related to the property and/or CLIENT referenced in this Contract. Charges will be based on Walker's current fee schedules at the time the subpoena is served.

The CLIENT shall disclose to Walker any and all mediation, arbitration, or litigation cases or actions, ongoing, pending, or closed against the CLIENT or design professional associated with the property that have occurred within the past five (5) years, prior to signing this agreement. This agreement is contingent upon Walker's review of disclosed actions/cases and we reserve the right to modify or terminate the agreement based on the information provided. Failure of the CLIENT to disclose such actions, claims, cases, etc. shall be considered a Breach of Contract.

#### **SITE**

Walker shall have access to the Project site at all reasonable hours and shall be permitted to photograph the Project during the term of our services and upon completion for its records and future use. Walker shall have the right to take photographs and make other reasonable promotional use of the Project.

#### **CONSTRUCTION PHASE**

The CLIENT agrees that WALKER will not be expected to make exhaustive or continuous on-site inspections, but that periodic observations appropriate to the construction stage shall be performed. It is understood that field services provided by Walker will not relieve the Contractor of their responsibilities for performing the work in accordance with the plans and specifications. Walker shall be responsible only for the design shown in Walker's Contract Documents. CLIENT shall specifically hold Walker harmless from and against any and all claims, damages, losses, or liability arising from or relating to the Contractor's failure to properly perform the work, particularly if Walker is not retained to perform periodic observation services during construction, or as a result of problems or misinterpretations of our reports, recommendations, specifications, or other documents.

Walker shall not be responsible for or have control over the site safety, means, methods, procedures of construction, dimensions, quantities or instructions for installation or performance of equipment or systems designed by the Contractor or site safety precautions employed by the Contractor or subcontractors on the Project, which remain the sole and absolute responsibility of the Contractor. The Contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. Any observation or administration of Contractors work by Walker is not intended to include review of Contractor's safety measures in, on or adjacent to, or near the Project.

The Owner recognizes that the work on the project may result in noise, vibrations, dust, debris, odors and other environmental issues that may impact persons in an occupied building. The CLIENT understands these risks and holds Walker harmless from and against any and all claims, damages, losses, or liability arising from or relating to these factors.

#### **PERIOD OF SERVICE**

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

**VALIDITY AND EFFECT**

If CLIENT directs Walker to perform services as set forth in this Agreement without signing the Agreement, such direction constitutes acceptance by CLIENT of the terms of this Agreement, including the Terms and Conditions provide above.

If CLIENT does not accept the terms of this Agreement through signature of this Agreement within forty-five (45) days from the date hereof, Walker may at its discretion modify any or all scope, terms, fees, and/or conditions of said proposal as it sees fit.

**CONTACT**

Unless the CLIENT provides Walker with written instructions to the contrary, the person designated in the authorization as being responsible for approval of our invoices will be the CLIENT's official contact (representative) for our staff. To help avoid confusion, all direction. communication and information regarding our services shall be provided by and/or through this individual only.



2275 Research Boulevard  
Suite 500  
Rockville, MD 20850

202.510.9366  
walkerconsultants.com

February 19, 2021  
Revised July 20, 2021

Mr. Mark Miller, CMCA, AMS  
General Manager  
Parkfairfax Condominium Unit Owners Association  
3360 Gunston Road  
Alexandria, VA 22302

*Re: Revised Proposal for Professional Engineering and Consulting Services  
Parkfairfax Condominium  
"High Priority" Building Facade Visual Survey  
Buildings 111, 209, 537, 720, 830, 832, 838, 840, 849, and Pool House A  
Alexandria, VA 22302*

Dear Mr. Miller:

As requested, Walker Consultants (Walker) has prepared this revised proposal to perform the façade visual survey at the subject buildings located at the subject community. This proposal provides our understanding of the project, project objectives, description of our proposed Scope of Services, schedule, fee, and conditions of agreement.

## PROJECT UNDERSTANDING

Constructed circa 1940, Parkfairfax Condominium (the Condominium) consists of 285 residential garden style structures located in a mature park setting. The residential structures vary between two (2) or three (3) stories above grade with load bearing multi-wythe brick masonry exterior walls with wood gable roof framing.

It is our understanding that Structural Rehabilitation Group, LLC (SRG) performed a global visual façade survey of the 285 structures in 2016/2017 and categorized these buildings as "High Priority". These "High Priority" buildings were implemented into a bi-yearly (every 6 months) visual façade monitoring program to determine the rate/growth of the cracks that have developed/re-developed at the exterior masonry load bearing walls.

It is our understanding that the Condominium, through their general manager, Mark Miller, has requested Walker provide a proposal to continue to perform the visual facade survey of the "High Priority" Buildings.

## SCOPE OF SERVICES

To achieve the project objectives, we propose the following scope of services:

### **TASK 1 – "HIGH PRIORITY" BUILDING FAÇADE VISUAL SURVEY**

- a. Walker will review the historical documentation provided to us by the Owner and we assume it will include the 2016/2017 visual facade survey findings prepared by SRG for as well as other pertinent documentation regarding the "High Priority" Buildings. Our document review will occur prior to our first site visit to perform the field work.
- b. We will visit the site every 6 months to perform a visual survey of the visually and physically accessible areas of the exterior façade of the subject buildings to observe and document apparent distress.
- c. We will issue a summary letter after each visit with the results of our findings results of our findings as well as our comments relative to the findings from historical documentation regarding previous periodic visits, our review of pertinent documentation (if any) provided by the Parkfairfax Maintenance personnel, and our recommendations.

### **LIMITATIONS**

Excluded from our services are any intrusive (destructive) sampling, the preparation of repair design or rehabilitation documents, construction administration services and all other services not specifically mentioned above. As stated in the above scope of services, the assessment is based on visual observations and limited intrusive (destructive) testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently un-met ADA requirements.

### **SCHEDULE**

Upon receiving written authorization from the Condominium, Walker will coordinate with the Condominium to determine when the next scheduled façade survey is to occur. Walker has assumed that the historical documentation will be forwarded to Walker prior to us performing our first façade survey.

We anticipate that the summary letter for each site visit will be submitted to the Owner within four (4) weeks after we complete the field work.

### **PROFESSIONAL FEE**

Walker proposes to perform the Scope of Services described in Task 1 above for the lump sum fee of Three Thousand Dollars (**\$3,000**) per survey, plus reimbursable expenses. Our services will be billed in accordance with the attached General Conditions of Agreement.



Walker is dedicated to providing our clients with engineering services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink, reading "Joseph W. Wilcher III".

Joseph W. Wilcher III, PE  
Senior Restoration Consultant

Enclosures: General Conditions of Agreement for Restoration

#### AUTHORIZATION

Trusting that this meets with your approval, we ask that you initial next to the tasks accepted and then sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

#### PARKFAIRFAX CONDOMINIUM

Authorized Signature

---

Printed Name

---

Title

---

Date

---

## SERVICES

Walker Consultants (Walker) will provide the CLIENT professional services that are limited to the work described in the attached proposal. Any additional services not specifically outlined in the proposal and requested by CLIENT will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

## PAYMENT FOR SERVICES

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to Walker within thirty (30) days of date of invoice, the CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum. In the event Walker does not receive payment when due, Walker may terminate or suspend services without breach of contract upon giving CLIENT seven (7) days written notice. In the event services are terminated or suspended, Walker has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension are the sole responsibility of the CLIENT. Walker shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due.

## STANDARD OF CARE

Walker will perform the Services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. Walker's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of Walker shall be limited to the fee or \$50,000, whichever is less.

Any opinions of probable costs developed by Walker will be based solely upon our visual observations, testing, sampling, and data gathered as part of our scope of services and assumptions provided by the Client and should be considered preliminary. Actual costs for construction may differ depending on the bidding climate, final design, and unforeseeable or hidden conditions encountered. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of our opinions of probable costs.

If any item or component for construction of the Project is omitted from Walker's construction documents, Walker shall not be responsible for paying the construction cost to add such item or component to the extent that such item or component would not have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Walker be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

## OWNERSHIP OF DOCUMENTS

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Walker retains all common law, statutory and other reserved rights, including the copyright thereto. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk. CLIENT further agrees to waive all claims against Walker resulting in any way from unauthorized changes or use of the Instruments of Service or completion of the Project without Walker's involvement.

In addition to the foregoing, CLIENT agrees not to publish any documents, reports, analyses, and the like, prepared by Walker, without the express written approval of Walker. In the event that CLIENT does publish any of Walker's documents without the express written approval of Walker, CLIENT agrees to indemnify, defend, and hold Walker harmless from and against any and all claims arising out of the publication of the same. For purposes of this paragraph, the term "publish" means: to distribute copies, by any means, to the public.

### **HIDDEN CONDITIONS**

It shall be the responsibility of the CLIENT to disclose to Walker the presence and accurate location of all hidden conditions. The Instruments of Service are based on conditions readily observable at the time of our field assessment. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event Walker, in the performance of the services, uncovers a hidden condition, Walker shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting said condition. Walker shall have no responsibility for hidden conditions, CLIENT's failure to disclose hidden/unusual conditions, or any subsequent damage to persons or property related to any hidden conditions. CLIENT agrees to indemnify, defend, and save Walker harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual/hidden conditions including third party claims.

### **HAZARDOUS MATERIALS**

Walker shall have no responsibility for the discovery, presence, handling removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

### **INDEMNIFICATION**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Third parties include, but are not necessarily limited to, members of homeowner associations; condominium associations, owners of buildings or units within buildings, their tenants, families, agents, guests, occupants, heirs, invitees, assigns, or all others unless excluded. No director, officer, shareholder, employee, representative or agent of Walker shall have any individual liability to CLIENT.

### **CONSEQUENTIAL DAMAGES**

The CLIENT and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

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CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against Walker unless CLIENT has first provided Walker with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction where the project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the applicable standard of care; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

### **MEDIATION/LITIGATION**

This Agreement shall be governed by the laws of the Commonwealth, District, or State of the office performing Walker's services. In addition to, and as a condition precedent to litigation, the parties shall endeavor to settle claims or disputes by non-binding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration

Association then in effect, unless the parties mutually agree otherwise. Any mediation shall be conducted in the locality of the Walker office performing our services.

If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of or related to this Agreement shall be determined by the Circuit Court in the locality or the United States District Court of the Commonwealth, District, or State of the office performing Walker's services. Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort or statute, against the other arising out of or concerned in any way to the Project or this Agreement.

Neither party shall assign nor transfer its interest, or any claim arising under or related to this Agreement, including interest in and claims for any moneys due or to become due, without the written consent of the other party. No transfer of assignment will be valid until Walker has been paid for completed services up to the date of transfer.

The CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by Walker to subpoenas issued by any party other than Walker related to the property and/or CLIENT referenced in this Contract. Charges will be based on Walker's current fee schedules at the time the subpoena is served.

The CLIENT shall disclose to Walker any and all mediation, arbitration, or litigation cases or actions, ongoing, pending, or closed against the CLIENT or design professional associated with the property that have occurred within the past five (5) years, prior to signing this agreement. This agreement is contingent upon Walker's review of disclosed actions/cases and we reserve the right to modify or terminate the agreement based on the information provided. Failure of the CLIENT to disclose such actions, claims, cases, etc. shall be considered a Breach of Contract.

#### **SITE**

Walker shall have access to the Project site at all reasonable hours and shall be permitted to photograph the Project during the term of our services and upon completion for its records and future use. Walker shall have the right to take photographs and make other reasonable promotional use of the Project.

#### **CONSTRUCTION PHASE**

The CLIENT agrees that WALKER will not be expected to make exhaustive or continuous on-site inspections, but that periodic observations appropriate to the construction stage shall be performed. It is understood that field services provided by Walker will not relieve the Contractor of their responsibilities for performing the work in accordance with the plans and specifications. Walker shall be responsible only for the design shown in Walker's Contract Documents. CLIENT shall specifically hold Walker harmless from and against any and all claims, damages, losses, or liability arising from or relating to the Contractor's failure to properly perform the work, particularly if Walker is not retained to perform periodic observation services during construction, or as a result of problems or misinterpretations of our reports, recommendations, specifications, or other documents.

Walker shall not be responsible for or have control over the site safety, means, methods, procedures of construction, dimensions, quantities or instructions for installation or performance of equipment or systems designed by the Contractor or site safety precautions employed by the Contractor or subcontractors on the Project, which remain the sole and absolute responsibility of the Contractor. The Contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. Any observation or administration of Contractors work by Walker is not intended to include review of Contractor's safety measures in, on or adjacent to, or near the Project.

The Owner recognizes that the work on the project may result in noise, vibrations, dust, debris, odors and other environmental issues that may impact persons in an occupied building. The CLIENT understands these risks and holds Walker harmless from and against any and all claims, damages, losses, or liability arising from or relating to these factors.

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Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.



**VALIDITY AND EFFECT**

If CLIENT directs Walker to perform services as set forth in this Agreement without signing the Agreement, such direction constitutes acceptance by CLIENT of the terms of this Agreement, including the Terms and Conditions provide above.

If CLIENT does not accept the terms of this Agreement through signature of this Agreement within forty-five (45) days from the date hereof, Walker may at its discretion modify any or all scope, terms, fees, and/or conditions of said proposal as it sees fit.

**CONTACT**

Unless the CLIENT provides Walker with written instructions to the contrary, the person designated in the authorization as being responsible for approval of our invoices will be the CLIENT's official contact (representative) for our staff. To help avoid confusion, all direction. communication and information regarding our services shall be provided by and/or through this individual only.



2275 Research Boulevard  
Suite 500  
Rockville, MD 20850

202.510.9366  
walkerconsultants.com

July 26, 2021

Mr. Mark Miller, CMCA, AMS  
General Manager  
Parkfairfax Condominium Unit Owners Association  
3360 Gunston Road  
Alexandria, VA 22302

*Re: Proposal for Professional Engineering and Consulting Services  
Parkfairfax Condominium  
2021 Global Visual Façade Assessment – 285 Structures  
Beverly Drive, Coryell Lane, Fitzgerald Lane, Gunston Road, Holmes Lane,  
Lyons Lane, Martha Custis Drive, Mount Eagle Place, Preston Road,  
Ravenworth Place, Ripon Place, Valley Drive, and Wellington Road  
Alexandria, VA 22302*

Dear Mr. Miller:

As requested, Walker Consultants (Walker) has prepared this proposal to perform a visual assessment of the brick façade at the 285 structures located throughout the subject site. This proposal provides our understanding of the project, project objectives, description of our proposed Scope of Services, schedule, fee, and conditions of agreement.

## PROJECT UNDERSTANDING

Constructed circa 1940, Parkfairfax Condominium (the Condominium) consists of 285 residential garden style structures located in a mature park setting. The residential structures vary between two (2) or three (3) stories above grade with load bearing multi-wythe brick masonry exterior walls with wood gable roof framing. Entrance stoops composed of brick masonry walls and concrete stairs and landings provide access to the units at each structure.

It is our understanding that approximately every five (5) years a global visual assessment of the brick façade at the 285 structures is performed and the last global visual façade assessment was performed in December 2016/January 2017 by Structural Rehabilitation Group, LLC where the façade was categorized as “High Priority”, “Medium Priority”, “Low Priority”, and “No Priority/Minimal Distress”. It is also our understanding that the entrance stoops are excluded from the global visual assessment.

The Condominium, through their General Manager, Mark Miller, has requested Walker provide a proposal to perform the 2021 global visual assessment of the brick façade at the 285 structures (excluding the entrance stoops) throughout the subject property.

The goal of the global visual assessment of the brick façade is to provide our opinion regarding the categorization of each structure façade as either “High Priority”, “Medium Priority”, “Low Priority”, and “No Priority/Minimal Distress” and to provide conceptual recommendations relative to monitoring and/or repair/replacement work we would propose to address conditions regarding the façade areas observed.

## SCOPE OF SERVICES

To achieve the project objectives, we propose the following scope of services:

### TASK 1 – DOCUMENT REVIEW

- a. Review of available drawings that are provided to us related to the structures of the subject property in an attempt to better understand the as-built construction. If available, we may also use copies of the elevation drawings and plans to document our findings.
- b. Review of available maintenance and insurance loss records, past repair contracts, previous global façade assessments, repair work scopes, investigative reports, and any other relevant/pertinent information regarding the structures of the subject property that are provided to Walker will be reviewed.
- c. Interview on-site maintenance staff and general manager, if available at the time of our assessment work, to obtain information regarding the façade of the structures located throughout the subject property.

### TASK 2 – FIELD EVALUATIONS

- a. Perform a spot-check visual survey from the ground level of the visually and physically accessible portions of the exterior façade of the 285 structures located throughout the subject property. Where required, Walker will use binoculars and/or high-powered camera to observe the façade at each structure from the ground level. The purpose of our visual survey is to observe and document the condition of the façade at each structure in order to categorize each structure’s façade condition at the time of our survey.

### TASK 3 – REPORT PREPARATION

- a. Evaluate the data obtained from Tasks 1 and 2 to provide a report that will include
  - i. A listing of our general findings from our field survey work;
  - ii. A listing of the criteria used to establish the general difference between “High Priority”, “Medium Priority”, “Low Priority”, and “No Priority/Minimal Distress” categories (it is our understanding that we will be provided the criteria from the previous surveys prior to the start of the work for our use);
  - iii. A spreadsheet that contains the categorization of each structure from the previous global façade assessments performed by others and the categorization of each structure that Walker assigned to the structures for the 2021 global façade assessment;
  - iv. Our general conceptual recommendations relative to monitoring and/or repair/replacement work we would propose to address conditions regarding the façade;
  - v. Our recommendations for additional testing/engineering services if needed; and
  - vi. Photo documentation of certain conditions noted.
  - vii. Our findings; opinion as to the potential cause(s) of any observed differential movement at the subject buildings; and general conceptual recommendations relative to repair/rehabilitation work as well as any follow-up testing and engineering services recommended.
- b. Meet with the Condominium to review our report and address any questions/comments regarding our letter report. We have budgeted up to 2 hours for an in-person/virtual meeting with the Condominium.



## LIMITATIONS

As stated in the above scope of services, the assessment is based on visual observations of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently un-met ADA requirements.

## SCHEDULE

Once we receive written authorization to proceed, Walker will be able to start our services on this project within two (2) to four (4) weeks, dependent upon weather conditions conducive to our exterior work. We anticipate the field observations (Task 2) will take up to two weeks to complete; however, based on weather conditions, our field work could take longer to complete.

Walker will issue our report (Task 3) within eight (8) weeks after the field evaluations (Task 2) are completed.

## PROFESSIONAL FEE

Walker proposes to perform the Scope of Services described in Tasks 1 through 3 above for the lump sum fee of Twenty-Five Thousand Dollars (**\$25,000**) plus reimbursable expenses. Our services will be billed in accordance with the attached General Conditions of Agreement.

Walker is dedicated to providing our clients with engineering services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink that reads "Joseph W. Wilcher III".

Joseph W. Wilcher III, PE  
Senior Restoration Consultant

Enclosures: General Conditions of Agreement for Restoration



## AUTHORIZATION

Trusting that this meets with your approval, we ask that you initial next to the tasks accepted and then sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

### PARKFAIRFAX CONDOMINIUM

Authorized Signature

---

Printed Name

---

Title

---

Date

---

**SERVICES**

Walker Consultants (Walker) will provide the CLIENT professional services that are limited to the work described in the attached proposal. Any additional services not specifically outlined in the proposal and requested by CLIENT will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

**PAYMENT FOR SERVICES**

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to Walker within thirty (30) days of date of invoice, the CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum. In the event Walker does not receive payment when due, Walker may terminate or suspend services without breach of contract upon giving CLIENT seven (7) days written notice. In the event services are terminated or suspended, Walker has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension are the sole responsibility of the CLIENT. Walker shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due.

**STANDARD OF CARE**

Walker will perform the Services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. Walker's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of Walker shall be limited to the fee or \$50,000, whichever is less.

Any opinions of probable costs developed by Walker will be based solely upon our visual observations, testing, sampling, and data gathered as part of our scope of services and assumptions provided by the Client and should be considered preliminary. Actual costs for construction may differ depending on the bidding climate, final design, and unforeseeable or hidden conditions encountered. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of our opinions of probable costs.

If any item or component for construction of the Project is omitted from Walker's construction documents, Walker shall not be responsible for paying the construction cost to add such item or component to the extent that such item or component would not have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Walker be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

**OWNERSHIP OF DOCUMENTS**

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Walker retains all common law, statutory and other reserved rights, including the copyright thereto. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk. CLIENT further agrees to waive all claims against Walker resulting in any way from unauthorized changes or use of the Instruments of Service or completion of the Project without Walker's involvement.

In addition to the foregoing, CLIENT agrees not to publish any documents, reports, analyses, and the like, prepared by Walker, without the express written approval of Walker. In the event that CLIENT does publish any of Walker's documents without the express written approval of Walker, CLIENT agrees to indemnify, defend, and hold Walker harmless from and against any and all claims arising out of the publication of the same. For purposes of this paragraph, the term "publish" means: to distribute copies, by any means, to the public.

**HIDDEN CONDITIONS**

It shall be the responsibility of the CLIENT to disclose to Walker the presence and accurate location of all hidden conditions. The Instruments of Service are based on conditions readily observable at the time of our field assessment. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event Walker, in the performance of the services, uncovers a hidden condition, Walker shall not be responsible for costs associated with repairing, restoring, removing otherwise correcting said condition. Walker shall have no responsibility for hidden conditions, CLIENT's

failure to disclose hidden/unusual conditions, or any subsequent damage to persons or property related to any hidden conditions. CLIENT agrees to indemnify, defend, and save Walker harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual/hidden conditions including third party claims.

#### **HAZARDOUS MATERIALS**

Walker shall have no responsibility for the discovery, presence, handling removal or disposal of or exposure of persons to hazardous materials in any from at the Project site, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

#### **INDEMNIFICATION**

Walker agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Walker's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Walker is legally liable.

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Neither the CLIENT nor Walker shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Third parties include, but are not necessarily limited to, members of homeowner associations; condominium associations, owners of buildings or units within buildings, their tenants, families, agents, guests, occupants, heirs, invitees, assigns, or all others unless excluded. No director, officer, shareholder, employee, representative or agent of Walker shall have any individual liability to CLIENT.

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